

U. S. GOVERNMENT PRINTING OFFICE
Dallas, TX

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Messenger Envelopes

as requisitioned from the U. S. Government Printing Office (GPO) by the

General Services Administration

Single Award

CONTRACT TERM: The term of this contract is for the period beginning October 1, 2004 and ending September 30, 2004, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

BID OPENING: Bids shall be publicly opened at 3 p.m., prevailing Dallas, TX time, on September 22, 2004.

BIDDERS, PLEASE NOTE: Minor changes are scattered throughout; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Questions concerning this contract should be directed to Glen D. Carlson, telephone (214) 767-0451 ext. 17.
(No collect calls.)

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised April 1996)).

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level III.
- (b) Finishing (item related) Attributes -- Level III.
- (c) Exception: Rules printed across center seam must align within $\pm 1/32$ inch.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standard for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Film Negatives
P-9. Solid and Screen Tint Color Match	Pantone Matching System

FACSIMILE BIDS: Facsimile bids are permitted.

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation will be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, bidders agree to promptly submit the complete original signed bid.

(f) Submit facsimile bid to FAX No. 214-767-4101, one bid per facsimile.

FACSIMILE BIDS (contd.):

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 60 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.

ECONOMIC PRICE ADJUSTMENT (contd.):

- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from October 1, 2004 through September 30, 2004 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

REQUIREMENTS (contd.):

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

PAYMENT: Submit all vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, D.C. 20401.

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of envelopes requiring such operations as printing, inserting eyelets and fiber buttons with string fasteners, drilling, packing, and distribution.

TITLE: Messenger Envelopes.

FREQUENCY OF ORDERS/QUANTITIES:

4-1/8 x 9 1/2" (NSN 7540-00-117-8424) - approximately 7 orders/235,000 envelopes per year.

9-3/4 x 12" (NSN 7540-00-222-3467) - approximately 15 orders/5,400,000 envelopes per year.

12 x 16" (NSN 7540-00-222-3468) - approximately 8 orders/685,000 envelopes per year.

NOTE: When orders are placed, items will be identified only by the GSA NSN number. Read each separate item carefully as the description varies from item to item.

NSN: 7540-00-117-8424 Form title - OF 65-A. Trim size is 4-1/8 x 9-1/2". The envelope is open end, has center and bottom seams and prints face only in PMS 470 brown ink (prior to construction). Stock is Sulphate pulp containing at least 30% postconsumer recovered materials; light colored brown (Kraft Shade), (basis weight: 24 lbs per 500 sheets, 17 x 22"). The envelopes must be manufactured with a 1-5/8" ungummed flap along the 4-1/8" dimension. Center and bottom seams must overlap 7/8" and be sealed with water resistant adhesive. Envelope must contain a hard fiber button on the outside of the flap and back of the envelope. The button on the outside of the flap is to have a suitable hard fiber reinforcement patch on the inside of the metal eyelet and a string of not less than 9". The button on the back of the envelope is to have a metal eyelet which penetrates two plies of paper at the center seam overlap. Drill two round holes 3/8" in diameter, 4-5/16" from flap fold to center of holes; top hole to be 1" below top 9-1/2" dimension and bottom hole 3" below top 9-1/2" dimension, 2" center to center (do not drill flap). Envelope shall be scored at the flap fold. Pack two hundred (200) envelopes in a box (1 BX); then pack 10 boxes (10 BX) in a shipping container.

NSN: 7540-00-222-3467 Form title - OF 65-B. Trim size is 9-3/4 x 12". The envelope is open end, has center and bottom seams and prints face only in PMS 470 brown ink (prior to construction). Stock is Sulphate pulp containing at least 30% postconsumer recovered materials; light colored brown (Kraft Shade), (basis weight: 24 lbs per 500 sheets, 17 x 22"). The envelopes must be manufactured with a 2-1/4" ungummed flap along the 9-3/4" dimension. Center and bottom seams must overlap 1" and be sealed with water resistant adhesive. Envelope must contain a hard fiber button on the outside of the flap and back of the envelope. The button on the outside of the flap is to have a suitable hard fiber reinforcement patch on the inside of the metal eyelet and a string of not less than 9". The button on the back of the envelope is to have a metal eyelet which penetrates two plies of paper at the center seam overlap. Drill eight round holes 3/8" in diameter in two vertical rows, 2-5/8" center to center vertically. Center of holes begin 2-3/4" from bottom edge, and 3" from left and right sides (do not drill flaps). Envelope shall be scored at the flap fold. Pack two hundred fifty (250) envelopes in a shipping container (1 BX).

NSN: 7540-00-222-3468 Form title - OF 65-C. Trim size is 12 x 16". The envelope is open end, has center and bottom seams and prints face only in PMS 470 brown ink (prior to construction). Stock is Sulphate pulp containing at least 30% postconsumer recovered materials; light colored brown (Kraft Shade), (basis weight: 24 lbs per 500 sheets, 17 x 22"). The envelopes must be manufactured with a 2-1/4" ungummed flap along the 12" dimension. Center and bottom seams must overlap 1" and be sealed with water resistant adhesive. Envelope must contain a hard fiber button on the outside of the flap and back of the envelope. The button on the outside of the flap is to have a suitable hard fiber reinforcement patch on the inside of the metal eyelet and a string of not less than 9". The button on the back of the envelope is to have a metal eyelet which penetrates two plies of paper at the center seam overlap. Drill ten round holes 3/8" in diameter in two vertical rows, 3" center to center vertically. Center of holes begin 2-3/4" from bottom edge, and 3" from left and right sides (do not drill flaps). Envelope shall be scored at the flap fold. Pack two hundred fifty (250) envelopes in a shipping container (1 BX).

QUANTITY VARIATION: Orders are for exact quantities only. Claims for underruns or overruns will be considered on a case by case basis at the government's discretion.

GOVERNMENT TO FURNISH: One set of film negatives for each envelope and camera copy of a recycled logo.

NOTE: During the contract period, some of the envelopes may be revised. If this occurs, the contractor must create revised reproducibles, then return the obsolete material (copy and/or negatives) to the Dallas RPPO.

At the beginning of the contract, the contractor will be furnished all materials (films and/or camera copy) to produce the orders under this contract. Contractor will be required to setup and maintain a system to ensure the government furnished materials are kept in a usable condition for the duration of the contract.

At the conclusion of the contract, the contractor will return all material to the U.S. Government Printing Office, 1100 Commerce Street, Room 731, Dallas, TX 75242, Attn: Term Contracts.

Print orders.

One reproduction proof for shipping container labels, Form 905 (R. 3/90) with labeling and marking specifications.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish", necessary to produce the product(s) in accordance with these specifications.

PROOFS: The first time a GSA NSN product is ordered, three (3) sets of Dylux or similar page proofs will be submitted within three (3) workdays after notification of the availability of print order to: U.S. Government Printing Office, 1100 Commerce Street, Room 731, Dallas, TX 75242, Attn: Term Contracts.

The contractor will be responsible for performing all necessary proofreading to ensure that proofs are in conformity with the copy submitted.

One set of proofs, as finally approved by the Department, will be retained by the Department, and one set of approved proofs will be retained by the Dallas RPPO.

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999.

The stock to be used will be identified by the GSA NSN number and indicated on each print order.

PRINTING: Print one side only in PMS 470 brown ink prior to construction. If printed after construction, print face and back including face of flaps. Match Pantone number as specified on print order. **NOTE:** Contractor to place furnished recycled logo on the face of envelopes so as not to interfere with the image or usage of the envelopes.

Ink Requirement: If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: (a) news ink, 10 percent; (b) sheet-fed and forms ink, 20 percent; and (c) heat-set ink, 10 percent. High quality color process printing on high speed heat-set presses is excepted when slow drying time significantly increases production costs.

MARGINS: Maintain margins as indicated on film negatives. If printed prior to construction, image areas bleed after die cutting. If printed after construction, image areas do not bleed.

PACKING: Pack in shipping containers. Containers must be packed solidly (top and sides) to prevent shifting while in transit. In the event the material does not fit snugly on the top or sides, open-cell pads or thicknesses of corrugated board must be added.

Packing List: Each shipment shall contain a packing list showing the following data:

1. Name and address of consignor,
2. Name and address of consignee,
3. Requisition, program, print order, and GPO jacket numbers,
4. Bill of lading number if any,
5. Description of the material shipped, including:
 - a. Publication number (NSN) and title, if applicable, and date,
 - b. Quantity per container and total quantity,
 - c. Total number of containers,
 - d. Total number of pallets.

Each packing list must be sealed in a waterproof envelope, secured to the outside of the container on the upper left front of the pallet.

LABELING AND MARKING: Inner Package and/or Container Label:

Contractor must reproduce inner package label from furnished repro. Contractor must affix a completed label on each inner package. All inner packages must be labeled, not marked, with label entries in bold characters at least 10 mm (3/8") high.

Quantities on all labels must be expressed using GSA specified units of issue abbreviations such as HD (hundreds), SE (sets), etc. Stock No. and Control No. must appear on all labels.

Bar Code Markings: The stock number must be bar coded on all inner packages and shipping container labels using standard 3 of 9 (code 39) bar code system for noncontact reading. The bar code must be positioned in accordance with Federal Standard Number 123D. **NOTE:** Contractor to create the bar code for the NSN number.

LABELING AND MARKING (contd.):

Reproduce shipping container label from furnished repro, fill in the appropriate blanks and attach to shipping containers.

In addition to the regular markings, include the Form No., Revision Date, Stock No. and Quantity on all labels exactly as specified.

NOTE: The warranty period for products ordered under this contract is extended from 120 days to one calendar year.

INSPECTION SAMPLES: When indicated on the print order or otherwise requested, two samples shall be sent for inspection to: U.S. Government Printing Office, Regional Printing Procurement Office, 1100 Commerce Street, Room 731, Dallas, Texas 75242, Attn: Inspection Samples.

Sample copies must be sent to the following addresses for each order:

Ten samples to: General Services Administration (FORMS-CAP), Attn: Barbara Williams, 1800 F Street, NW, Room 7126, Washington, DC 20405-0002.

Five samples to: General Services Administration (7FXE), Attn: Wanda Ponce, 819 Taylor Street, Room 6A024, Fort Worth, TX 76102.

Five samples to: General Services Administration (7FLIM-WS), Attn: Lenore Fleming (Inventory Manager), 819 Taylor Street, Room 6A024, Fort Worth, TX 76102.

These samples cannot be deducted from the total quantity ordered. The package or envelope containing the samples shall be identified by the GPO jacket number, program number, print order number, title, and include a facsimile of the print order on which they were ordered. The contractor will comply with the shipping schedule regardless of this requirement and will be notified of the test results only if there are deficiencies.

All expenses incidental to furnishing sample copies must be borne by the contractor.

DISTRIBUTION: Deliver f.o.b. destination to the addresses specified below. The print order will specify.

(a) Burlington, NJ

(b) Stockton, CA

RECEIPT FOR DELIVERY: The contractor must furnish his own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered; number of cartons and quantity per carton; date delivery made and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

The production time allowed for each order will normally depend on the amount of work involved and the immediate needs of the Department.

SCHEDULE (contd.):

The following schedule begins the workday after notification of the availability of print order and furnished material.

- (a) Approximately 10% of the orders must be completed and delivered within 20 calendar days.
- (b) Approximately 50% of the orders will require complete production and delivery within 20 to 30 calendar days.
- (c) Approximately 40% of the orders will require complete production and delivery within 30 to 35 calendar days.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination specified.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce orders for 12 months under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

I.	(a)	235
	(b)	5,400
	(c)	685

		(A)	(B)	(C)
III.	(a)	22	373	952
	(b)	7	508	101

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

Fractional parts of 1,000 will prorated at the per 1,000 rate.

Cost of all required paper must be charged under Item I.

Each item will be identified with the General Services Administration NSN number.

I. PRINTING AND TRIMMING TO SIZE:

Per 1,000 Envelopes

- (a) NSN 7540-00-117-8424.....\$_____
- (b) NSN 7540-00-222-3467.....\$_____
- (c) NSN 7540-00-222-3468.....\$_____

(Initials)

For the purpose of compensating suppliers for shipping charges to destinations falling within the two zones, bidders are to offer a price as indicated in Item II: Shipping Charges. The prices offered, as applicable, will be applied to the weight of the ordered quantity.

- II. **SHIPPING CHARGES:** The following charges cover the cost of shipping to destinations within each of the two zones. Charges must be submitted in the order and manner requested; minimum charges will not be accepted.

COST PER CWT

	Shipments up to and including <u>1,000 lbs.</u> (A)	Shipments Over 1,001 lbs. But Not Exceeding <u>10,000 lbs.</u> (B)	Shipment Over 10,001 lbs. <u> </u> (C)	Delivered/ Shipped To <u>Zone</u>
(a)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	1
(b)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	2

EXPLANATION OF SHIPPING CHARGES: Destinations that are located within the various states will fall within one of the two Zones, as defined hereinafter:

It is anticipated that the following percentages indicate the approximate percentage of orders that will deliver/ship to the zone indicated. Some orders will have multiple destinations.

- Zone 1. Commercial zone of Burlington, NJ - 75%
Zone 2. Commercial zone of Stockton, CA - 35%

NOTE: Failure to offer shipping charges to any zone will eliminate bidder from consideration for award.

(Initials)

BIDDERS NAME AND SIGNATURE: Fill out and return the following:

- (a) Two copies of all pages in "Section 4. - Schedule of Prices", initial or sign each in the space provided.
- (b) Two copies of GPO Form 910, "Bid". **DO NOT ENTER BID PRICES ON GPO FORM 910.** Note: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder_____

(City and State)

By_____
(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

Company _____

Address _____

City _____ State _____ Zip _____

GPO Contractor Code (if known) _____

Telephone Number _____

PERSON AUTHORIZED TO BID

Name _____

Title _____

Signature _____

Date _____

Facsimile Number _____

Contracting Officer Review _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that:

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Jan. 1999). By submission of a bid—

(a)(1) The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

****SAMPLE BID ENVELOPE****

In order to insure proper processing of all bids, the following information is required on all contractor furnished bid envelopes:

JACKET OR PROGRAM NO. _____

FROM _____

ADDRESS _____

POSTAGE
STAMP
REQUIRED

(Please check appropriate box)

- ☐ BID
☐ NO BID
☐ CONFIRMATION OF TELEPHONE/TELEGRAPH BID

U.S. Government Printing Office
Dallas Regional Printing Procurement Office
1100 Commerce Street, Room 731
Dallas, TX 75242

BIDS WILL BE RECEIVED UNTIL

AT **3 P.M.** PREVAILING DALLAS TIME